

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Susan Dean, Program Manager 954-797-1042

**PREPARED BY:** Susan Dean

**SUBJECT:** Joint Participation Agreement

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA TO EXECUTE A JOINT PARTICIPATION AGREEMENT BETWEEN THE TOWN AND BROWARD COUNTY FOR HOUSEHOLD HAZARDOUS WASTE DROP OFF EVENTS.

**REPORT IN BRIEF:** Every year, the Town has a drop off event where residents are able to bring household hazardous waste and electronic waste items to a drop off at Bamford Park. This Resolution authorizes the agreement between Broward County and the Town of Davie for this event to occur.

**PREVIOUS ACTIONS:** Original Agreement for five years signed in 2004

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Approve

**Attachment(s):** Joint Participation Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA TO EXECUTE A JOINT PARTICIPATION AGREEMENT BETWEEN THE TOWN AND BROWARD COUNTY FOR HOUSEHOLD HAZARDOUS WASTE DROP OFF EVENTS.

WHEREAS, Broward County wishes to bring Household Hazardous Waste (hereinafter HHW) disposal services into those communities that are remote from the two permanent collection sites currently located in Hollywood and Pompano; and

WHEREAS, the Town of Davie wishes to make HHW disposal more convenient for its residents; and

WHEREAS, in order to deliver such services, County and Town agree that special, prescheduled, pre-advertised collection events within the Town shall be held under the terms and conditions of this agreement; and

WHEREAS, the Town agrees to the mutual terms and conditions, promises and covenants as herein set forth in the Joint Participation Agreement, a copy of which is attached.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008

\_\_\_\_\_

MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008

EXHIBIT "B"

<b>SUBMIT BID TO:</b> <b>Broward County</b> Broward County Purchasing Division 115 S. Andrews Avenue, Room 212 Fort Lauderdale, Florida 33301-1801 954-357-6065/66	BOARD OF COUNTY COMMISSIONERS BROWARD COUNTY, FLORIDA <h2 style="text-align: center; margin: 10px 0;">INVITATION FOR BID</h2> <p style="text-align: center;">Bidder Acknowledgment</p>								
<b>— GENERAL CONDITIONS —</b> THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.									
<b>BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID</b>									
<p><b>SEALED BIDS:</b> This form must be executed and submitted with all bid sheets and should be in a sealed envelope. (PLEASE INCLUDE ONE ORIGINAL SIGNED BID DOCUMENT IN BLUE INK AND ONE PHOTOCOPY OF SIGNED BID DOCUMENT PER ENVELOPE). The face of the envelope should contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.</p> <p><b>1. EXECUTION OF BID:</b> A. Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. The ink should be blue ink. All corrections made by bidder to their bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. B. No award will be made to a bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By signing and submitting this bid, bidder attests that it is not delinquent in payment of any taxes, fees, fines, contractual debts, judgments or any other debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the bidder's statement is discovered to be false, bidder will be subject to debarment and the County may terminate any contract it has with bidder. C. Bidder certifies by signing the bid that no principles or corporate officers of the firm were principles or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents. D. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the County as a basis for rejection of this bid, rescission of the award, or termination of the contract. Bidder acknowledges that the termination of the contract because of a determination of an inaccurate, untruthful, or incorrect statement made in support of this bid may also serve as the basis for debarment of bidder pursuant to Section 21-119 of the Broward County Administrative Code.</p> <p><b>2. BID WITHDRAWAL:</b> No bidder may withdraw their bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.</p>	<p>BIDS WILL BE OPENED 2:00 p.m. <b>APRIL 29, 2008</b> and may not be withdrawn within 90 calendar days after such date and time.</p> <p><b>BID TITLE</b> HOUSEHOLD HAZARDOUS WASTE COLLECT/DISPOSAL SVS(NSM)</p> <p><b>BID NO.</b> G408105B2</p> <p><b>PURCHASING AGENT NAME &amp; TELEPHONE NUMBER</b> JOHN TORRENGA (954) 357-6081</p> <p><b>DELIVERY DATE</b></p> <p><b>SEE SPECIAL INSTRUCTION</b></p> <p><b>CASH DISCOUNT TERMS</b></p> <p><b>BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$</b> N/A</p> <p><b>REASON FOR NO BID</b></p> <p><b>FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER</b> 04-269-8999</p> <p><b>DUN &amp; BRADSTREET NUMBER</b> 039322250</p> <p><b>BIDDER NAME</b> Clean Harbors Environmental Services, Inc.</p> <p><b>BIDDER MAILING ADDRESS/CITY/STATE/ZIP</b> 170 Bartow Municipal Airport / 11221 Interchange Circle Bartow, FL 33830 / Miramar, FL 33635</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"><b>AREA CODE</b></td> <td style="width: 33%;"><b>TELEPHONE NO.</b></td> <td style="width: 34%;"><b>CONTACT PERSON</b></td> </tr> <tr> <td>954-430-2860</td> <td>Ext. 222</td> <td>Lee McLaughlin</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>FAX NO.</b> 954-430-8495</td> <td style="width: 50%;"><b>BIDDERS E-MAIL ADDRESS</b> mclaughlin.lee@cleanharbors.com</td> </tr> </table> <p><b>*AUTHORIZED SIGNATURE</b> (submit original in blue ink) <span style="float: right;"><b>DATE</b></span>            George L. Curtis / Sr. Vice President of Pricing &amp; Proposals  <b>PRINT NAME</b> <span style="float: right;"><b>TITLE</b></span> </p>	<b>AREA CODE</b>	<b>TELEPHONE NO.</b>	<b>CONTACT PERSON</b>	954-430-2860	Ext. 222	Lee McLaughlin	<b>FAX NO.</b> 954-430-8495	<b>BIDDERS E-MAIL ADDRESS</b> mclaughlin.lee@cleanharbors.com
<b>AREA CODE</b>	<b>TELEPHONE NO.</b>	<b>CONTACT PERSON</b>							
954-430-2860	Ext. 222	Lee McLaughlin							
<b>FAX NO.</b> 954-430-8495	<b>BIDDERS E-MAIL ADDRESS</b> mclaughlin.lee@cleanharbors.com								

(Continued on Page 2)

\*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same item/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 6 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: [www.broward.org/purchasing/results](http://www.broward.org/purchasing/results).
4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
  - (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
  - (b) **F.O.B.** — as specified in Special Instructions to bidder.
  - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
  - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
  - (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
  - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
  - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
6. **OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Purchasing Director may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.
 

*In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.*
8. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
9. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director, or the Board of County Commissioners, whichever is applicable

reserves the right to waive technicalities and irregularities and to reject any or all bids.

10. **PAYMENT:** Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

11. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day. Delivery time may be considered in determining award.

12. **TERMINATION:**

- (a) **AVAILABILITY OF FUNDS:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this Contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated Broward County may terminate this contract upon thirty (30) days prior written notice to the contractor.
- (b) **NON PERFORMANCE:** The Contract may be terminated for cause by the Awarding Authority for the County or by Bidder if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this Bid, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this Bid, or multiple breach of the provisions of this Bid notwithstanding whether any such breach was previously waived or cured.
- (c) **TERMINATION FOR CONVENIENCE:** The Awarding Authority may terminate the Contract for convenience upon no less than thirty (30) days written notice. In the event the Contract is terminated for convenience, Bidder shall be paid for any goods properly delivered and services properly performed to the date the Contract is terminated; however, upon being notified of County's election to terminate, Bidder shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the Contract. In no event will payment be made for lost or future profits. Bidder acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Bidder, is given as specific consideration to Bidder for the County's right to terminate this Contract.

13. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

14. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
1. The potential for fire, explosion, corrosivity, and reactivity;
  2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  3. The primary routes of entry and symptoms of over-exposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

15. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with the bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent

will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that the bidder will furnish goods identical to bid standard.

16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Purchasing Director.
17. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at their expense and redelivered at their expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at their expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
18. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in their letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
20. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Procurement Code of Broward County shall govern development, submital and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
21. **INDEMNIFICATION:** Bidder shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Bidder, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action

of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Purchasing Director and the County Attorney, any sums due Bidder under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the County.

22. **NOTICE:** Written notice provided pursuant to this Contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:  
  
Director, Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301-1801
- Bidder shall identify in the Bid a designated person and address to whom notice shall be sent when required by the Contract.
23. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this Contract, Bidder and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.
24. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
25. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Purchasing Director.
26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and

conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the County immediately of notice of any citations or violations which they may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to them.

27. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The contractor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

28. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

29. **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":

- a. **Right to Protest.** Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract may protest to the Director of Purchasing. Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the Purchasing Director. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

tions or requirements is a waiver of the ability to protest the specifications or requirements.

- b. Any protest from a bidder or offeror with a substantial interest in connection with the solicitation or proposed award of a contract which is within the Purchasing Director's award authority shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Purchasing Director.

- c. Any protest of a solicitation or proposed award which is in excess of the Purchasing Director's award authority after the bid opening, shall be submitted in writing within seven (7) calendar days after such aggrieved person having a substantial interest should have known the facts giving rise thereto.

30. **PUBLIC ENTITY CRIMES ACT:** Bidder represents that its response to this invitation for bid will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Bidder represents that its response to this Invitation For Bid is not a violation of Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the "discriminatory vendor list" i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

31. **RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

32. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder.

It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the bidder as a result of this bid.

33. **PUBLIC RECORDS:** Any material submitted in response to this Invitation For Bid will become a public document pursuant to Section 119.071, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission,



effective after opening pursuant to Section 119.071, F.S.

34. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of contractor that are related to this project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to contractor's records, contractor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling 954-357-6071. You may also view and/or download the Procurement Code, Notices for Bids, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Division, telephone directory, How to do Business with Broward County and Vendor Registration on the internet at:

[www.broward.org/purchasing](http://www.broward.org/purchasing)

**P**URCHASING **D**IVISION  
BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

ADDENDUM NO. 1

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
(NON-SHELTERED MARKET)

DATE OF ADDENDUM: April 24, 2008

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. The bid opening date has been rescheduled to May 6, 2008. Submittals are to be received no later than 2:00pm.
2. Bid Sheets, Groups 1 and 2, have been revised and are attached and **MUST** be completed and returned with your Invitation for Bid Form (Bidder Acknowledgment) due Tuesday, May 6, 2008 at 2:00 p.m.
3. On the Special Instructions to Bidders, REPLACE Section 2, Paragraph 3 (Page 2 of 48) with:  
3.9 AWARD CRITERIA  
Group 2 is for the packing, transportation and treatment for recycling and disposal of electronic waste. The purpose of Group 2 is to provide an outlet for Recycling and Disposal of Electronics to Conditionally Exempt Small Quantity Generators dealing with electronics. The fees associated with this service shall be the responsibility of the generator.
4. On the Special Instructions to Bidders, Section 20, Document Checklist (Page 10 of 48), ADD the following:
  - Secure all necessary regulatory permits
5. On the Specifications, Attachment "A", REPLACE Section 1.3.B (Page 31 of 48) with:  
B. Remote one-day collection events.  
One day prescheduled collection events at municipal sites, with thirty days advanced notice. The contractor shall supply all necessary staff and equipment in coordination with the County Program Coordinator. One day event shall require the Contractor to remove waste for disposal at the end of the day. These events will probably be scheduled on a Sunday. It is estimated that there will be approximately 12 remote site collections per year. No waste shall remain on site after collection. The COUNTY shall not be responsible for occurrences at the Remote Collection Event. Mobilization Charge Item #1 and #2 and Labor Rates Item #3 and #4 will apply.

**ADDENDUM NO. 1**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

6. On the Specifications, Attachment "A", INCLUDE with Section 3.9 (Page 35 of 48):
  - 3.9 **DISPOSAL SITE**  
The contractor shall provide a statement of agreement with any treatment/storage/disposal facility not owned by the said contractor.
7. On the Specifications, Attachment "A", ADD Section 3.10 (Page 35 of 48)
  - 3.10 **HHW Exemption**  
Household waste, including HHW, is not regulated under RCRA as a hazardous waste (40 CFR 261.4 (b)(1)). However, the COUNTY and CONTRACTOR shall treat all waste collected from households as if it falls under these regulations.
8. On the Specifications, Attachment "A", List of Waste Management Facilities (Page 36 of 48), REPLACE EDA ID Number with EPA ID Number.
9. On the Specifications, Attachment "A", REPLACE Section 6.1 (Page 41 of 48) with:
  - 6.1 **Collection Date**  
CONTRACTOR shall provide:  
Number of CESQs participating (as applicable).  
Type and quantity of hazardous waste collected from COUNTY and CESQ's.  
Total cost to the COUNTY.
10. On the Specifications, Attachment "A", INCLUDE with Section 7.2 (Page 42 of 48):
  - 6.1 **COUNTY Responsibilities**
    8. The COUNTY shall be responsible for providing all necessary Personal Protective Equipment (PPE) to its employees not limited to tyvek coveralls, safety glasses, gloves, respirators, work boots and hardhats.

**ADDENDUM NO. 1**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

11. On the Specifications, Attachment "A", REPLACE Section 8.1 (Page 43 of 48) in its entirety with:

8.1 **Personnel**

1. CONTRACTOR shall provide a minimum of three (3) trained personnel per collection site on Saturdays unless alternate arrangements with COUNTY have been pre-approved.
2. For Saturday collections, Six (6) technicians and (3) chemists having at least one year experience in Household Hazardous Waste (HHW) field operations, including the identification, characterization, and handling of HHW. The COUNTY reserves the right to modify the days and/or number of CONTRACTOR personnel on site with 72 hours notice to the CONTRACTOR.
3. Contractor will provide sufficient personnel to fully staff Remote Collection Events and scheduled CESQG Collection Events. Required staffing levels will be set for each Remote Collection Event based on historic participation data and as mutually agreed upon by the County and the Contractor. Contractor shall provide a minimum of one field chemist for each Remote Collection Event and each CESQG Event.
4. The CONTRACTOR is and shall perform this agreement as an Independent CONTRACTOR and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the CONTRACTOR nor anyone employed by the CONTRACTOR shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the COUNTY.
5. CONTRACTOR will designate a Contractor Project Coordinator responsible for directing Contractor supplied personnel for the purposes of Conducting Remote Collection Events.
6. The CONTRACTOR shall be responsible for providing all necessary Personal Protective Equipment (PPE) to its employees not limited to tyvek coveralls, safety glasses, gloves, respirators, work boots and hardhats.

12. On the Specifications, Attachment "A", Section 8.2 (Page 44 of 48) INCLUDE the following paragraph to Training:

All CONTRACTOR'S staff shall have required up to date OSHA 29 CFR 1910.120 training. CONTRACTOR shall submit copies of certifications to COUNTY upon request.

**ADDENDUM NO. 1**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

13. On the Specifications, Attachment "A", Section 8.3 (Page 44 of 48) **INCLUDE** the following paragraph to Equipment:

Necessary equipment shall not be limited to sorting tables, tarps, tents, traffic cones, pallet jacks, portable eye wash, drum dolly, pallets, drum liners, directional signage, carts, trash cans, emergency air horn, and spill kit.

14. On the Specifications, Attachment "A", **REPLACE** Section 8.4.4 (Page 44 of 48) with:

8.4 **Other Special Criteria**

4. The Contractor shall provide service to County Based CESQG's that includes direct pick-up. The Contractor shall be responsible for notifying all CESQG of the availability of collection and disposal services and shall provide such services to all qualifying parties. All CESQG's shall be charged the same disposal prices charged for HHW and electronics.

This addendum **MUST** be acknowledged on the bid sheet and/or returned with your Invitation For Bid Form, (Bidder Acknowledgment) due Tuesday, May 6, 2008 at 2:00 p.m.

All other terms, conditions and specifications remain unchanged for Bid No. G-4-08-105-B2.

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

**P**URCHASING **D**IVISION  
BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

**SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**SUBMISSION OF SEALED BIDS:** The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. Both the original bid and one (1) photocopy of your bid should be included in a single envelope. The face of the envelope should contain the address, date and time of bid opening, and bid number. Bids not submitted on bid sheets may be rejected. Bidder should not submit bids on their own form or any other form other than Broward County Bid Sheet. All bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

**1. SCOPE:**

Bids are hereby invited on an open-end basis for Household Hazardous Waste Collection and Disposal Services for the Waste & Recycling Services Division and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award, or June 27, 2008, whichever is later and shall terminate two (2) years from that date. The Contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract.

**There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.**

The Director of Purchasing may renew this contract for three, one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

2. **AWARD CRITERIA:**

If a specific basis of award is not established in the Invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications, for Group 1, Items 1 – 44 and/or Group 2, Items 45 – 59.

This is a Group award. All items must be bid in the group in order to be responsive. If there is a "No Charge" for an item, indicate "N/C".

Group 2 is for the packing, transportation and treatment for recycling and disposal of electronic waste. The purpose of Group 2 is to provide an outlet for Recycling and Disposal of Electronics to small business dealing with electronics.

The estimated quantity utilized for these items is one and this Group may or may not be awarded as determined to be in the best interest of the County.

Vendors bidding this Group of items must submit pricing for all items within the Group to be considered for award and must submit documentation prior to award as per Attachment "A" outlining the Process for Ultimate Disposal.

3. **SPECIFICATIONS AND REQUIREMENTS:**

The specifications, requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof.

4. **CONTINGENCY FEES:**

By submission of this offer, contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the contractor.

5. **FURTHER INFORMATION:**

Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact John Torrenga, Purchasing Agent at (954) 357-6081.

Bidders requiring technical clarifications should contact Troy Robert at (954) 960-3023. No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing Division.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

6. **PORT EVERGLADES SECURITY REQUIREMENTS:**

The Department of Port Everglades requires persons to present, at port entry, a valid drivers license and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 5 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4604.

All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

The Federal Government is currently in the process of finalizing requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements once they come into effect. For additional information, please contact Port Everglades Department, Peter Hoffman, Security Manager at (954) 523-3404.

7. **SPECIAL NOTICE:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations. For a listing of those locations, refer to [www.broward.org/purchasing/bids/asbestos.pdf](http://www.broward.org/purchasing/bids/asbestos.pdf). You may request a copy of subject location listing by calling (954) 357-6066.



**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

8. **PRE-BID CONFERENCE:**

Attendance at the pre-bid conference is optional. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the site visits/Pre-Bid Conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the bidder(s) to have attended the conference.

Job site visitation is strongly recommended; submission of a bid will be construed that the bidder is acquainted sufficiently with the work to be performed.

<u>Pre-Bid Conference</u>	
Date:	Wednesday, April 16, 2008
Time:	10:00 A.M.
Location:	North Trash Transfer Station 2780 North Powerline Road Pompano Beach, FL 33064

If you require any auxiliary aids for communication, please call 357-6065 so that arrangements can be made in advance.

Take the Florida Turnpike to Sample Road East to Powerline Road South, ½ block on left side. See Attachment "A" Specifications.

9. **SAMPLES, PRODUCT LITERATURE AND DESCRIPTIVE CATALOGUES:**

Vendor should submit minimally two (2) references with their submission but must submit required references within five days of request of the Purchasing Division. References should be from customers that have received like products or services from the bidder.

10. **INSURANCE REQUIREMENTS: (SAMPLE INSURANCE CERTIFICATE ATTACHED)(Attachment "E")**

The following Insurance Requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated below prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the certificate are still required. The Contractor should provide proper insurance to the Purchasing Division within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

10. **INSURANCE REQUIREMENTS:** (Continued)

The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division upon a material change in scope at any time during the term of the contract or at time of contract renewal upon mutual agreement of the parties. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder should provide proper insurance to the Purchasing Division within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable.

Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth in this Section.

- 10.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
  - 10.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
  - 10.1.2 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.
- 10.2 Comprehensive General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
  - 10.2.1 Premises-Operations.
  - 10.2.2 Products/Completed Operations Hazard.
  - 10.2.3 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
  - 10.2.4 Broad Form Property Damage.
  - 10.2.5 Independent Contractors.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

10. **INSURANCE REQUIREMENTS:** (Continued)
- 10.2.6 Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those/required for Bodily Injury Liability and Property Damage Liability.
  - 10.2.7 COUNTY is to be included as an "Additional Insured" in the name of "Broward County Board of Commissioners" with respect to liability arising out of operations performed for COUNTY in connection with general supervision of such operation.
  - 10.2.8 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.
  - 10.3 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
    - 10.3.1 Comprehensive Form.
    - 10.3.2 Owned Vehicles.
    - 10.3.3 Hired Vehicles.
    - 10.3.4 Non-Owned Vehicles.
    - 10.3.5 Any auto, if applicable.
    - 10.3.6 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restrictions.
  - 10.4 The CONTRACTOR shall be required to provide to the COUNTY Certificates of Insurance evidencing the insurance coverage specified in 10.1, 10.2, and 10.3 above. The Contractor should provide these Certificates within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Contract and section and the above paragraphs in accordance as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
  - 10.5 Certificates of insurance shall be provided as specified in sub-section 10.4 above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of Risk Management and approved by the Director of Purchasing. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.

**SPECIAL INSTRUCTIONS TO BIDDERS**

(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
(NON-SHELTERED MARKET)**

11. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** (formerly known as OCCUPATIONAL LICENSE TAX)  
All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of their Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Revenue Collection Division, Local Business Tax Section at (954) 831-4000.
9. **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:**  
"SECOND PARTY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SECOND PARTY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, SECOND PARTY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- SECOND PARTY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement."
13. **LIVING WAGE ORDINANCE:**  
Not applicable for this bid.
14. **CONE OF SILENCE ORDINANCE:**
- 14.1 At the time of Bid opening in this solicitation process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances, provides that after Bid opening, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with any county commissioner or commissioner's staff, the county administrator, deputy and assistants to the county administrator and their respective support staff, or any person appointed by the county commission to evaluate or recommend selection in this Bid process. Any communication for purposes of clarification or information necessary to complete the processing of an award are an exception to the Cone of Silence, as are requests to inspect or copy records related to this solicitation. Other inquiries regarding this Bid should be in writing and directed to the Executive Assistant.
- 14.2 This County's ordinance prohibits certain communications among vendors, county staff, and selection committee members. Any violations of this ordinance by any members of the responding firm or its joint venturers may be reported to the County's Office of Professional Standards.
- 14.3 The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

15. **COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE (CDBE):**

- 15.1 The Broward County Community Disadvantaged Business Enterprise Program (CDBE Program) shall not apply to this contract. There is no CDBE participation goal assigned to this contract.

16. **PREFERENCES:**

No contractor shall receive more than one county-authorized preference for the same procurement. If a contractor is eligible for more than one County-authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor.

16.1 **DOMESTIC PARTNER CLAUSE: (Attachment "D")**

**Preference for county contractors providing for nondiscrimination of benefits for domestic partners.** (Reference Ordinance No. 1999-18, as amended)

In accordance with Broward County Code, Chapter 16 ½, section 16 ½-157 and the Broward County Administrative Code, Subsections 21.31.a., 6., 7., 8., the Broward County Board of County Commissioners reserves the right to apply a preference in the award of a contract to those Contractors providing for nondiscrimination of benefits for domestic partners. This preference may be applied to all awards of \$250,000 per annum or more. The determination to apply this preference shall be made by the Board of County Commissioners.

To be eligible for the domestic partnership preference, a contractor's program eligibility criteria must be substantially equivalent to those established in Section 16 ½-153 (b), Broward County Code. A contractor will be deemed ineligible for the domestic partnership preference if its benefits program discriminates against employees in violation of the Broward County Human Rights Act.

16.2 **LOCAL PREFERENCE CLAUSE:**

In accordance with Broward County Ordinance No. 2004-29, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. Except where otherwise provided by federal or state law or other funding source restrictions, an apparent low bidder outside the preference area and a local bidder whose submittal is within 10% of the apparent low bid will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid.

Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

17. **DRUG-FREE WORKPLACE CERTIFICATION:**  
Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "C") should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your office unqualified and ineligible for award.
  
18. **BATTERY DISPOSAL:**  
In accordance with Florida 1993 Solid Waste Act, the manufacturers of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries as purchased by the County. The County shall not be held liable for any cost associated with the reclamation and disposal of such batteries.
  
19. **NON-COLLUSION STATEMENT:**  
By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

PREVIOUS CONTRACT NO. J-Y-03-282-B1

BID NO. G-4-08-105-B2

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

20. **DOCUMENT CHECKLIST:**

VENDORS SHOULD SUBMIT THE FOLLOWING DOCUMENTS ON THE SOLICITATION DUE DATE OR WITHIN FIVE (5) BUSINESS DAYS AFTER REQUEST BY THE PURCHASING AGENT BUT MUST SUBMIT PRIOR TO AWARD BY THE DIRECTOR OF PURCHASING OR RECOMMENDATION OF AWARD TO THE BOARD OF COUNTY COMMISSIONERS, WHICHEVER IS APPLICABLE.

- Copy of specified contractor licenses(s).
- Copy of Broward County Local Business Tax Receipt.
- The Non-Collusion Statement.
- The Vendor Questionnaire – Supplement to Bid Sheet.
- Drug Free Workplace Certification - Attachment "C", if applicable.
- The specified insurance certificate(s) - Attachment "E".

BID SHEET

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
(NON-SHELTERED MARKET)

TO: BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

GROUP 1, (ITEMS 1 THRU 45)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #92645 DESCRIPTION	TOTAL PRICE	PRICE
----------	---------------------------	-----------------------------------	-------------	-------

Mobilization Charges – Remote Collection Events

Mobilization for Remote Collection Events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.

1.	12	Mobilization Charge One Day Remote Event Includes All Staff, Supplies and Equipment Costs.	\$ <u>1,864</u> - /Ea.	\$ <u>22,368</u> -
2.	12	Mobilization Charge for Two Day Remote Event Includes All Staff, Supplies and Equipment Costs.	\$ <u>932</u> - /Ea.	\$ <u>11,184</u> -

Contract Labor – Fixed Facility Collections and Remote Collection Events

Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.

3.	4,400 Hrs.	Per Hour Rate – Regular (Up to 8 Hours Per Day)	\$ <u>35</u> - /Hr.	\$ <u>154,000</u> -
4.	200 Hrs.	Per Hour Rate – Overtime (Over 8 Hours Per Day)	\$ <u>0</u> - /Hr.	\$ <u>0</u> -

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.



**BID SHEET**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**GROUP 1, (ITEMS 1 THRU 45) (Continued)**

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #92645 DESCRIPTION	TOTAL PRICE	PRICE
<b>Supplies – Including Delivery</b>				
5.	100 Ea.	Type 5-Gallon Bucket ✓ UN1H2/Y24	\$ <u>13.98</u> /Ea.	\$ <u>1,398-</u>
6.	30 Ea.	30-Gallon Drum ✓ UN1H2/Y180	\$ <u>40.78</u> /Ea.	\$ <u>1,223.40</u>
7.	20 Ea.	Cubic Yard Box With Liner ✓ UN1HH2/X1905	\$ <u>110.68</u> /Ea.	\$ <u>2,213.60</u>
8.	900 Ea.	55-Gallon Drum ✓ UN1A2/Y1.2, UN1A1/Y1.2, UN1H1/Y1.8, UN1H2	\$ <u>34.95</u> /Ea.	\$ <u>31,455-</u>
9.	3 Ea.	85-Gallon Poly-Over Pack Drum ✓ UN1H2/Y295	\$ <u>110.68</u> /Ea.	\$ <u>332.04</u>
10.	15 Ea.	Net Fiber Drum for 4ft. Fluorescent Lights UN1G2/Y46	\$ <u>11.65</u> /Ea.	\$ <u>174.75</u>
11.	5 Ea.	Net Fiber Drum for 8ft. Fluorescent Lights UN1G2/Y46	\$ <u>17.48</u> /Ea.	\$ <u>87.40</u>
12.	100 Ea.	Vermiculite (Per 16 Lb. Bag)	\$ <u>13.98</u> /Ea.	\$ <u>1,398-</u>

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

BID SHEET  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
(NON-SHELTERED MARKET)**

GROUP 1, (ITEMS 1 THRU 45) (Continued)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #92645 DESCRIPTION	TOTAL PRICE	PRICE
-------------	---------------------------------	--------------------------------------	----------------	-------

**Waste Disposal**

Rates based on net material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

**LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT**

13.	70,000 Lbs.	Alkyd (Oil Based) Paint, Solvents, Stains	\$ 0.26 /Lb.	\$18,200--
14.	75,000 Lbs.	Fuels and Solvents Halogenated and Halogenated	\$ 0.26 /Lb.	\$19,500--
15.	20,000 Lbs.	Corrosives Acid or Alkaline	\$ 0.38 /Lb.	\$7,600--
16.	500 Lbs.	Pesticides	\$ 0.80 /Lb.	\$400--
17.	5,000 Lbs.	Sludges, Hazardous RCRA Listed, High Solids, Low BTU	\$ 0.79 /Lb.	\$3,950--
18.	5,000 Lbs.	Sludges, Non-Hazardous Non-Rcra Listed, High Solids, Low BTU	\$ 0.26 /Lb.	\$1,300--

**SOLID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT**

19.	500 Lbs.	Pesticides	\$ 1.09 /Lb.	\$545--
20.	500 Lbs.	Asbestos Friable	\$ 1.05 /Lb.	\$525--
21.	500 Lbs.	PCB Ballasts	\$ 0.78 /Lb.	\$390--
22.	2,700 Lbs.	Batteries NiCAD, NIMH, Lead Acid, (Lithium-Ion; Mercuric Oxide, Alkaline, Other)	\$ 1.20 /Lb.	\$3,240--

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

**BID SHEET**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**GROUP 1, (ITEMS 1 THRU 45) (Continued)**

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #92645 DESCRIPTION	TOTAL PRICE	PRICE
----------	---------------------------	-----------------------------------	-------------	-------

**Waste Disposal** (Continued)

**SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT**

23.	20,000 Lbs.	Aerosol Cans	\$ 0.98 /Lb.	\$19,600-
24.	25,000 Lbs.	Alkyd (Oil Based) Paint in Cans	\$ 0.82 /Lb.	\$20,500-
25.	14,500 Lbs.	Pesticides/Poisons Liquid	\$ 1.28 /Lb.	\$18,560-
26.	6,000 Lbs.	Pesticides/Poisons Solid	\$ 1.28 /Lb.	\$7,680-
27.	1,500 Lbs.	Flammable Liquids Fuels Blendable	\$ 0.96 /Lb.	\$1,440-
28.	19,500 Lbs.	Flammable Solids Petroleum Distillate Containing Solids DOT Hazard Class 4.1	\$ 0.97 /Lb.	\$18,915-

**SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT**

29.	6,600 Lbs.	Corrosives Liquid or Solid Acid or Alkaline	\$ 0.98 /Lb.	\$6,468-
30.	1,700 Lbs.	Oxidizers Liquid or Solid	\$ 1.28 /Lb.	\$2,176-
31.	100 Lbs.	Organic Peroxides Liquid or Solid	\$ 6.41 /Lb.	\$641-
32.	7,500 Lbs.	Pesticides/Poisons Liquid	\$ 1.33 /Lb.	\$9,975-
33.	4,000 Lbs.	Pesticides/Poisons Solid	\$ 1.33 /Lb.	\$5,320-

**NAME OF COMPANY:** Clean Harbors Environmental Services, Inc.

**BID SHEET**  
 (Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

GROUP 1, (ITEMS 1 THRU 45) (Continued)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #92645 DESCRIPTION	TOTAL PRICE	PRICE
----------	---------------------------	-----------------------------------	-------------	-------

**Waste Disposal** (Continued)

**SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT** (Continued)

34.	200 Lbs.	Elemental Mercury	\$ <u>7.57</u> /Lb.	\$ <u>1,514-</u>
35.	150 Lbs.	Mercury in Manufactured Articles	\$ <u>7.57</u> /Lb.	\$ <u>1,135.50</u>
36.	300 Lbs.	Reactive Liquid or Solid DOT Hazardous Classes 4.2, 4.3 Cyanide, Sulfide Bearing	\$ <u>6.41</u> /Lb.	\$ <u>1,923-</u>
37.	20 Lbs.	Pharmaceutical Drugs	\$ <u>3.50</u> /Lb.	\$ <u>70-</u>

**UNIT PRICED MATERIALS EXCLUDING CONTAINER WEIGHT**

38.	2,000 Ea.	Straight Fluorescent Light Tubes Four (4) Feet or More In Length	\$ <u>1.46</u> /Ea.	\$ <u>2,912.50</u>
39.	500 Ea.	Compact Fluorescent Lamps All Shapes & Sizes Less Than Four (4) feet in Length	\$ <u>2.67</u> /Ea.	\$ <u>1,330.63</u>
40.	50 Each	Smoke Detectors	\$ <u>6.99</u> /Ea.	\$ <u>349.50</u>

**COMPRESSED GASES INCLUDING CONTAINER WEIGHT**

41.	2,000 Lbs.	Compressed Gases: 1 Lb Propane, MAPP	\$ <u>8.16</u> /Lb.	\$ <u>16,320-</u>
42.	500 Lbs.	Refrigerant Gas: 30 Lb. Tanks	\$ <u>0.82</u> /Lb.	\$ <u>410-</u>
43.	100 Lbs.	Refrigerant Gas: 1 Lb. Tanks	\$ <u>12.82</u> /Lb.	\$ <u>1,282-</u>

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

BIDNO. G-4-08-105-B2  
ADDENDUM NO. 1  
April 24, 2008

**BID SHEET**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

GROUP 1, (ITEMS 1 THRU 45) (Continued)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #92645 DESCRIPTION	TOTAL PRICE	PRICE
----------	---------------------------	-----------------------------------	-------------	-------

Waste Disposal (Continued)

**UNIT PRICED MATERIALS EXCLUDING CONTAINER WEIGHT**

44.	30,000 Lbs.	Alkyd (Oil Based) Paint in Original Containers One (1) Gallon or Larger in Size Placed in Drums, Boxes, Roll Offs, or Other Shipping Receptacle Based on Net Material Weight Following Consolidation.	\$ 0.52 /Lb.	\$ 15,600 -
45.	212,000 Lbs.	Latex Paint in Original Container(s) One (1) Gallon or Larger in Size Placed in Drums, Boxes, Roll Offs, or Other Shipping Receptacle.	\$ 0.23 /Lb.	\$ 48,760 -

GROUP 1 TOTAL (ITEMS 1 THRU 45)

\$484,346.32

Services shall be rendered between 7 a.m. and 4 p.m., Monday through Sunday, except holidays.  
Services required at other times shall be by special arrangement only.

Services will be rendered within 14 calendar days of the receipt of Purchase Order, not to exceed 14 days. Delivery MUST be FOB destination, freight included.

Please indicate if delivery will be made by: Common Carrier \_\_\_\_\_  
Company Vehicle \_\_\_\_\_  
Other X

Bid results will be posted to the Broward County Purchasing website at  
[www.broward.org/purchasing/solicitationresults.htm](http://www.broward.org/purchasing/solicitationresults.htm).

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

AUTHORIZED SIGNATURE: [Signature]  
By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.

**BID SHEET**  
 (Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

GROUP 2, (ITEMS 46 THRU 62) The quantity of one is being utilized because historical usage for these items is not available. If awarded, quantities will most likely exceed the quantities listed and these items will be utilized as required by the Waste and Recycling Services Division.

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b><u>ELECTRONIC WASTE</u></b>				
46.	1	Computer Monitor 19" or Less	\$ <u>NO BID</u> /Ea.	\$ <u>NO BID</u>
47.	1	Computer Monitor over 19"	\$ _____ /Ea.	\$ _____
48.	1	CPU	\$ _____ /Ea.	\$ _____
49.	1	Printers	\$ _____ /Ea.	\$ _____
50.	1	Circuit Boards	\$ _____ /Ea.	\$ _____
51.	1	Hard Drives	\$ _____ /Ea.	\$ _____
52.	1	Key Boards	\$ _____ /Ea.	\$ _____
53.	1	Toner Cartridges	\$ _____ /Ea.	\$ _____
54.	1	Fax Machines	\$ _____ /Ea.	\$ _____
55.	1	Floor Model Copiers	\$ _____ /Ea.	\$ _____
56.	1	Desk Top copiers	\$ _____ /Ea.	\$ _____
57.	1	Telecommunications (phones, pagers)	\$ _____ /Ea.	\$ _____
58.	1	Scanners	\$ _____ /Ea.	\$ _____
59.	1	Miscellaneous: Small Appliances, Radios, A/V Equipment	\$ <u>✓</u> /Lb.	\$ <u>✓</u>

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

**BID SHEET**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

GROUP 2, (ITEMS 46 THRU 62) (Continued)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b><u>ELECTRONIC WASTE</u></b> (Continued)				
60.	1	Peripherals	\$ <u>NO BID</u> /Lb.	\$ <u>NO BID</u>
61.	1	Television 19" or Less	\$ <u>↓</u> /Ea.	\$ <u>↓</u>
62.	1	Television over 19"	\$ <u>↓</u> /Ea.	\$ <u>↓</u>
GROUP 2 TOTAL (ITEMS 46 THRU 62)				\$ <u>NO - BID</u>

Services shall be rendered between 7 a.m. and 4 p.m., Monday through Sunday, except holidays.  
Services required at other times shall be by special arrangement only.

Services will be rendered within \_\_\_\_\_ calendar days of the receipt of Purchase Order, not to exceed 14 days. Delivery **MUST** be FOB destination, freight included.

Please indicate if delivery will be made by:      Common Carrier \_\_\_\_\_  
   Company Vehicle \_\_\_\_\_  
   Other \_\_\_\_\_

Bid results will be posted to the Broward County Purchasing website at  
[www.broward.org/purchasing/solicitationresults.htm](http://www.broward.org/purchasing/solicitationresults.htm).

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

AUTHORIZED SIGNATURE: [Signature]  
By signing this bid sheet your firm is agreeing to  
the terms and conditions of the Invitation for Bid.

**BID SHEET**  
(Continued)**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)****INSURANCE EXCEPTION REQUESTS:**

In accordance with Paragraph 10.5 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

No Exceptions

**RECYCLED CONTENT INFORMATION:**

1. IS THE MATERIAL IN THE ABOVE: VIRGIN ☒ OR RECYCLED ☒ (CHECK THE APPLICABLE BOX).  
IF RECYCLED, WHAT PERCENTAGE 70 %

PRODUCT DESCRIPTION: Supplies: Item No. 8 will be primarily reconditioned steel drums.

Approximately 92% of Item no. 8 is anticipated to be recycled. Other supplies virgin.

2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT?

YES ☒ NO ☒

SPECIFY: The majority of waste is anticipated to be packaged in reconditioned steel drums,  
Supplies Item No. 8. Some waste will be shipped in virgin poly drums or cubic yard boxes.

3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?

YES ☒ NO ☒

SPECIFY: Drums can normally be reconditioned for reuse, or recycled as scrap steel and plastic.  
Vermiculite (Supplies no. 12) is not considered to be recyclable.

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.

**ACCEPTANCE OF CREDIT CARDS:**

The County is considering making faster payments to our vendor community, in doing so we would prefer to make payment using Visa credit card.

Would your company accept Visa credit card as payment from Broward County? YES ☒ NO ☐

**FOR OPEN-END CONTRACT:**

If vendor accepts credit card as payment, vendor agrees to provide the using agency, on no less than a quarterly basis, a transaction report documenting all order quantities for each item purchased and delivered under the contract during the reporting period.

YES ☐ NO ☒

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.



PREVIOUS CONTRACT NO. J-Y-03-282-B1

BID NO. G-4-08-105-B2

**BID SHEET**  
(Continued)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**ELECTRONIC PAYMENT:**

Would your company accept payment from Broward County by Electronic Funds Transfer (EFT)? YES ☒ NO ☐

**PREFERENCES:**

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE? YES ☒ NO ☐

DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE? YES ☒ NO ☐

---

**OTHER GOVERNMENT ENTITIES:**

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

☐ YES ☒ NO

VENDOR FAX # 954-430-8495

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR PALM BEACH COUNTIES?

☐ YES ☒ NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA?

☐ YES ☒ NO

**ADDENDA:**

LIST BELOW ALL ADDENDA (IDENTIFIED BY NUMBER) THAT YOUR COMPANY HAS RECEIVED AND HEREBY ACKNOWLEDGES SINCE ISSUANCE OF THIS BID:

Addendum No. 1

**NOTICES TO BIDDER:**

1. PLEASE COMPLETE APPLICABLE INFORMATION ON THE FACE OF THE INVITATION FOR BID/BIDDER ACKNOWLEDGMENT FORM (IFB). IF THE COUNTY DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
2. BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

RENEWAL ☐ TRANSFER ☐ NEW ☐  
DATE ADDRESS DATED 11/03/00  
STATION OR LOCATION 1128  
BUSINESS PHONE (770) 420-2001

NAME	1128
DATE	11/03/00
AMOUNT	120.00
TAX	120.00
TOTAL	240.00

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED  
TO PUBLIC VIEW AT THE LOCATION ADDRESS ABOVE

**BROWARD**  
COUNTY

WILSON'S ENVIRONMENTAL  
SERVICES, INC.  
1128 INTERCHANGE CTR 2  
MIAMI FL 33025

TYPE OF BUSINESS TAX PAID  
DEBIT REMOVAL  
20 UNITS

BROWARD COUNTY PERMIT COLLECTION  
1128 ADDRESS ABOVE  
BUSINESS PHONE (770) 420-2001

3007 - 3008

PAYMENT RECEIVED AS SHOWN ABOVE SEE INSTRUCTIONS ON REVERSE SIDE

#010 07721/07 7704202001 120.00

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**

**THIS COMPLETED FORM SHOULD BE SUBMITTED WITH THE BID; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY'S REQUEST.**

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein. Respond to all questions applicable for this solicitation.

1. How many years has your organization been in business?

Over 28 years

- 1A. What type of service/commodity does your company offer?

Clean Harbors' Technical Services Division provides the pick up and transportation of containerized and bulk wastes, as well as categorizing, packaging and removing laboratory chemicals for disposal. We are the largest supplier of household hazardous waste services in North America. Our Site Services Division offers routine cleaning services in hazardous environments as well as provides emergency response services.

2. What is the last project of this nature that you have completed?

Clean Harbors completed its HHW contract with Manatee County in early 2007. In August 2007, Clean Harbors signed a new agreement with Manatee County to provide HHW services for another 2 years with the option to re-new for 3 additional 1-year terms.

3. Have you ever failed to complete any work or not timely shipped commodities awarded to you? If yes, when and why?

Clean Harbors has not failed to complete any work or defaulted on any contracts that have been awarded to us.

- 3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

None

**NAME OF COMPANY:** Clean Harbors Environmental Services, Inc.

PREVIOUS CONTRACT NO. J-Y-03-282-B1

BID NO. G-4-08-105-B2

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**  
(Continued)

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work or sold similar commodities to:

4.1. Manatee County / 3333 Lena Road, Bradenton, Florida 34202 / Contact: Cari L. Walz (941) 708-8561  
(Name) (Address) (Phone No.)

Solid Waste Authority of 6161 N. Jog Rd., West Palm Beach, FL 33412/ Contact: Doug Nelson  
4.2. Palm Beach County (561) 687-1100  
(Name) (Address) (Phone No.)

Monroe County Solid Waste / 68 Mile Marker Long Key, FL 33001 Contact: James Medill  
4.3. Authority (305) 295-4314  
(Name) (Address) (Phone No.)

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

<u>NAME OF PROJECT</u>	<u>OWNER &amp; PHONE NO.</u>	<u>TOTAL CONTRACT VALUE</u>	<u>DATE OF COMPLETION PER CONTRACT</u>	<u>% OF COMPLETION TO DATE</u>
------------------------	------------------------------	-----------------------------	--	--------------------------------

Please see our Attachment for a list of all current HHW contracts.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Bidder completely inspected the proposed project site and does the Bidder have a complete plan for its performance?

Yes, Clean Harbors has a complete plan to provide the HHW services as described in the IFB.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**  
(Continued)

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor that will perform work in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor. Include the name of each subcontractor and the approximate percentage of work.

No, Clean Harbors plans to self-perform the services outlined in the bid.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The foregoing list of subcontractor(s) may not be amended after award of the Contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld. If the subcontractor(s) is a Community Disadvantaged Business Enterprise (CDBE), prior written approval must also be obtained from the Director, or designee, of the Small Business Development Division (SBDD).

8. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

Lee McLaughlin will be our Project Manager and Jerry Forgey will be our "superintendent". We have included both resumes in our Attachment.

\_\_\_\_\_

\_\_\_\_\_

9. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

9.1 The correct name of the Bidder: Clean Harbors Environmental Services, Inc.

9.2 The business is a (Sole Proprietorship) (Partnership) (Corporation)  
Corporation: President - Alan McKim; Secretary/Clerk- C. Michael Malm

9.3 The address of principal place of business: 11221 Interchange Circle South  
Miramar, FL 33025

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**  
(Continued)

- 9.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

N/A

- 9.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

N/A

- 9.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

Clean Harbors Environmental Services Inc. has never filed for bankruptcy

- 9.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

None

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**  
**(Continued)**

- 9.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

Clean Harbors has pending cases, claims or assessments against the Company which arise in the ordinary course of business consisting primarily of automobile accident claims, commercial, employee and environmentally related lawsuits and administrative proceedings. Some of these proceedings may result in fines, penalties, and judgments against Clean Harbors. Clean Harbors warrants, however, that it is not involved in any action or suit that would preclude it from performing its obligations under this IFB. Additional information is located in our current annual report which is available at [www.cleanharbors.com](http://www.cleanharbors.com)

- 9.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

None

- 9.10 Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

No

NAME OF COMPANY: Clean Harbors Environmental Services, Inc.

PREVIOUS CONTRACT NO. J-Y-03-282-B1

BID NO. G-4-08-105-B2

ATTACHMENT "A"

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
(NON-SHELTERED MARKET)

**DEFINITIONS:**

Whenever the following words or terms appear in the Contract documents, their intent and meaning shall be interpreted as follows:

**Addenda: (Addendum):**

Any modification to the Contract documents issued in writing prior to the bid opening, or the execution of the Agreement.

**Agreement:**

This document, including any written amendments hereto which are approved by the BROWARD COUNTY Board of COUNTY Commissioners, and other written documents which are expressly incorporated herein by reference.

**Bid:**

The offer or proposal submitted on the specified bid forms by the Bidder setting forth the prices for the work to be performed.

**Bonds:**

Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his Surety.

**Cash Bond:**

A certified check or cashier's check furnished by the CONTRACTOR in lieu of a Surety Bond covering the same required amounts and providing the same guarantee as contained in the respective Surety Bond.

**CESQG: (Conditionally Exempt Small Quantity Generator):**

Those businesses generating less than 220 pounds of Hazardous Waste per month and never accumulating more than 2,200 pounds.

**CFR:**

Code of Federal Regulations.

**COUNTY:**

Broward COUNTY, Florida a political subdivision of the State of Florida.

**DATE OF COMMENCEMENT:**

The date as established in the "Notice to Proceed: from when the Contract time begins.



**ATTACHMENT "A"**  
**(Continued)**

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**DEFINITIONS:** (Continued)

**Drummed (Bulk):**

A method of packing shipping containers by emptying the contents of the original waste containers into the shipping container.

**FDEP:**

The Florida Department of Environmental Protection.

**Final Disposal Facility:**

The facility at which wastes are destroyed, recycled, treated or otherwise processed and will not undergo further processing.

**Fixed Facility:**

Facility employed by the County for the purpose of the collection of waste materials on a regular basis from households and CESQG's.

**Force Majeure:**

An act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, an act of a public enemy, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement which by the exercise of due diligence such parties shall not have been able to avoid. Such acts or events do not include acts or omissions of third party CONTRACTORS, materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

**Fuels Blending:**

The use of flammable wastes, through processing or combining with other materials, to produce a fuel for energy recovery.

**Hazardous Waste:**

Hazardous waste is any substance defined or identified as a hazardous waste in 40 CFR parts 260-265 and appendices, promulgated pursuant to the Resource Conservation and Recovery Act (RCRA), **42 U.S.C. § 6901, et seq.**, as amended, and rule 17-83-. F.A.C. Material designated as household hazardous waste shall have characteristics that have at least one of the following characteristics: flammability or ignitability, corrosively, reactivity or toxicity.

**ATTACHMENT "A"**  
**(Continued)**

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**DEFINITIONS:** (Continued)

**Incineration:**

The thermal treatment and destruction of waste where the physical destruction of the waste is the sole intent of the process. Does not include fuels blending.

**Intermediate Facility:**

A facility that is utilized for storage, consolidation, preparation, or other purposes for the preparation of wastes for final disposal.

**Lab Pack:**

A method of packing shipping containers with waste items left in their original containers surrounded with absorbent material. A detailed list of items usually accompanies the container.

**Landfill:**

A USEPA-permitted (RCRA Part B Permit required) Hazardous Waste disposal site where the method of disposal is burial.

The placement of wastes in a permitted land based disposal unit.

**Loose Pack:**

A method of packing shipping containers with waste items left in their original containers but absorbent materials and a detailed list of items is not used

**Notice to Proceed:**

Written notice from the BROWARD COUNTY Board of COUNTY Commissioners to the CONTRACTOR authorizing the CONTRACTOR to commence work relating to one, several, or all of the tasks described in this Agreement, or any changes or additions made thereto pursuant to this Agreement.

**Performance Bond:**

Cash Bond furnished by the CONTRACTOR, or a Surety Bond furnished by the CONTRACTOR and his Surety as a guaranty of good faith that he will execute the work, make payments, and provide final clean-up in accordance with the terms of this Agreement.

**Project Coordinator**

Contractor designee responsible for the direction of Contractor provided personnel at designated collection sites. The Project Coordinator shall hold a four (4) year degree in Chemistry or a Related Field with a minimum of two (2) years experience as a project manager for Household Hazardous Waste Events such as those held in Broward County.

**ATTACHMENT "A"**  
(Continued)

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**DEFINITIONS:** (Continued)

**RCRA:**

Resource Conservation and Recovery Act. The 1976 Resource Conservation and Recovery Act.

**Recycling:**

The recovery or use of wastes as raw material for making products of the same or difference nature as the original product.

**REMOTE COLLECTION EVENT:**

Day or set of days of collection of waste material from households at temporary collection sites.

**Remote Collection Event Partner:**

Entities public and or private within Broward County whose sites and resources are utilized to conduct Remote Collection Events.

**Surety:**

The corporate bond company or individual which is bound by the Performance Bond with and for the CONTRACTOR, who is primarily liable, and which engages to be responsible for his acceptable performance of the work of which an Agreement has been made and for his payment of all debts pertaining thereto.

**Surety Bond:**

A bond issued through a local surety bond agency covering the required amount and providing the same guarantee as contained in the respective Cash Bond

**Task:**

The work as described in Article 3, or any changes or additions made thereto pursuant to this Agreement.

**Treatment:**

The processing of wastes by chemical, physical, or biological means to remove or reduce their hazardous characteristics or constituents.

**TSD:**

Transfer, Storage and Disposal Facility recognized and permitted under RCRA.

PREVIOUS CONTRACT NO. J-Y-03-282-B1

BID NO. G-4-08-105-B2

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
(NON-SHELTERED MARKET)

DEFINITIONS: (Continued)

TSD Like:

A facility that operates similar to a RCRA TSD facility but is not required to be permitted under RCRA. i.e 10 Day Storage Facility.

Ultimate Disposal Facility:

The facility at which the residual materials or by products from the Final Disposal Facility, such as incineration ash are managed.

USDOT:

The United States Department of Transportation

ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
(NON-SHELTERED MARKET)

1.0 GENERAL

1.1 Program Objective

The primary objective of this solicitation is to obtain the services of one or more contractor(s) who shall provide hazardous waste categorization, identification, collection, packaging, transportation, shipping, disposal, and related services for the COUNTY'S Household Hazardous Waste Collection Program in the most cost effective manner. The Household Hazardous Waste (HHW) Program as designed will provide an outlet for proper disposal of household hazardous wastes with year round collection facilities available for selected noxious and special waste.

The CONTRACTOR shall offer to provide collection, packaging, transportation and disposal of Hazardous Waste Material generated by COUNTY based CESQG a minimum of twelve times per year at Fixed Facilities.

1.2 Intent

This program is open to all residents of Broward County. The current program offers weekly collection for seven hours per day at three Fixed Facilities (2780 North Powerline Road, Pompano Beach and 5601 West Hallandale Beach Boulevard, West Park and 5490 Reese Road in Davie) this service is available rain or shine and on most holidays. The site locations are in the North, Central and South ends of the County, however additional or alternate Fixed Facility sites may be established and applied to the specifications of this bid.

Disposal costs shall be based on the net weight of waste. Weight shall be determined by on site weighting. A scale shall be provided by the contractor. Calibration shall be from 1 to 650 pounds certified by the Department of Agriculture. Container weights are excluded and tare weights shall be subtracted and noted on the invoice.

Net weight shall include all materials inside the container including absorbent materials when used. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other absorbents such as clay absorbent are not permitted. For purposes of determining net weight the following standard container tare weight will be used:

**ATTACHMENT "A"**  
**(Continued)**

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**1.0 GENERAL** (Continued)

**1.2 Intent** (Continued)

55 Gallon Steel Drum	50 lbs.
55 Gallon Poly Drum	30 lbs
30 Gallon Drum	30 lbs
Palletized Cubic Yard Box With Liner	75 lbs
85 Gallon Poly Over Pack Drum	50 lbs
10 Ft. Fiber Drum	20 lbs
5 Gallon Bucket	3 lbs

The weights of other shipping containers not listed will be reasonably determined by weighing or agreed upon as needed.

It is also the intent of this program to offer disposal opportunities Conditionally Exempt Small Quantity Generator (small businesses). Disposal fees and methods to calculate such fees charged to Broward County based Conditionally Exempt Small Quantity Generators shall follow the guidelines of this bid.

**1.3 Services Offered by Household Hazardous Waste Program may include:**

- A. **Fixed Friday and Saturday collection (North Trash Transfer Station located at 2780 North Powerline Road, Pompano Beach, FL and South Trash Transfer Station located at 5601 West Hallandale Beach Boulevard, West Park and 5490 Reese Road, Davie, FL).** Contractor will receive, identify, categorize, place waste in the hazardous storage unit or other designated units. The contractor shall provide these services on a regular basis subject to a 72 hour notice. This format is expected to continue into the next fiscal year, however, the COUNTY reserves the right to modify the format to increase service and/or better process or serve the community.
- B. **Remote one-day collection events.**  
One day prescheduled collection events at municipal sites, with thirty days advanced notice. The contractor shall supply all necessary staff and equipment in coordination with the County Program Coordinator. One day event shall require the Contractor to remove waste for disposal at the end of the day. These events will probably be **scheduled on a Sunday. It is estimated that there will be approximately 12 remote site collections per year. No waste shall remain on site after collection. The COUNTY shall not be responsible for occurrences at the Remote Collection Event.** Mobilization Charge Item #1 and Labor Rates Item #3a, #3b & #3c will apply.

**ATTACHMENT "A"**  
(Continued)

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**1.0 GENERAL** (Continued)

**1.3 Services Offered by Household Hazardous Waste Program may include:**  
(Continued)

- C. **Conditionally Exempt Small Quantity Generator (CESQG).**  
The Contractor is required to conduct periodic CESQG Collection events and to provide on-call pick-up, categorization, identification, collection, packaging, and transportation, shipping disposal and related services to local CESQGs. The fees charged for services will be the responsibility of the generator. The fees must be inclusive of all contractor costs. The COUNTY shall not be responsible for any services related to CESQGs.
- D. **Collection Mobilization Charge.**  
Demand service for incidents and Remote Collection Events. To include all staff, trucks, scales, tools and equipment.

**2.0 TRANSPORATION:**

- A. The Contractor shall upon 5 working days notice provide transportation of materials stored at fixed facility sties (drum pickups). Collection mobilization charges and Contract Labor Rates Item Nos. 1, 2, 3, and 4 shall NOT apply.
- B. The Contractor shall supply one permitted 20 cubic yard container, properly licensed as required by law by all applicable Local, State, and Federal Regulations for the purpose of accumulating alkyd (oil based) paint in cans at Remote Collection Events. If requested the contractor shall provide two permitted 20 cubic yard containers, properly licensed as required by law by all applicable Local, State, and Federal Regulations for the purpose of accumulating alkyd (oil based) paint in cans, that can be left at Fixed Facility sties, and replaced with an empty 20 cubic yard container when full.

**3.0 APPLICABLE SPECIFICATION**

**3.1 Regulation Compliance**

All work performed under these specifications shall meet or exceed all requirements mandated by designated USEPA permitted treatment, storage, or disposal facilities regarding labeling, manifesting, packaging, segregation, and transport of hazardous waste to insure acceptance of collected wastes at the final disposal site.

**ATTACHMENT "A"**  
(Continued)

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

3.0 **APPLICABLE SPECIFICATION** (Continued)

3.2 **Manifests** –

The CONTRACTOR shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Sub-part B, for all hazardous waste collected during this project and transported from the COUNTY. Further, the CONTRACTOR shall provide copies of all Uniform Hazardous Waste Manifests to the COUNTY within a mutually agreed upon time period. The final manifest shall be submitted to the COUNTY within 90 working days.

3.3 **Invoices** –

Invoices shall be submitted monthly in accordance with the unit prices and disposal requirements specified in this Agreement. Each invoice shall be submitted to the COUNTY within thirty (30) days of completion of service. Invoices shall note correspondence, manifest numbers where applicable.

3.4 **Standards** –

The CONTRACTOR shall comply with 40 CFR Part 2, "Standards Applicable to Transporters of Hazardous Waste"; Chapter 17-730, Part 3, Florida Administrative Code; and all applicable USDOT requirements for transportation of hazardous materials.

3.5 **Transporters** –

The CONTRACTOR shall ensure that all transporters possess local, state and federal transporter permits, and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered en route are complied with.

CONTRACTOR shall identify the transporters of all waste materials, including the name, location, number and type of license, and any fines, citations, or accidents within the last five (5) years.

3.6 **Reference Sheets** –

The CONTRACTOR shall provide the COUNTY with a Drum Summary Breakdown sheet indicating manifest number and container content sheet numbers for each drum of hazardous waste collected during this project within a mutually agreed upon time period. CONTRACTOR shall also provide an invoice cross reference sheet for every disposal line item which shall include description, size of container, quantity, and all drum numbers per category as they appear on the Drum Summary Breakdown.



ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
(NON-SHELTERED MARKET)

3.0 APPLICABLE SPECIFICATION (Continued)

3.7 Certificates of Disposal –

The CONTRACTOR shall provide Certificates of Disposal for all hazardous waste collected during this project to the COUNTY within 60 days of waste manifest date.

3.8 Generator Status and Acceptance for Disposal

- A. CONTRACTOR shall be deemed to be the "generator" (for the purposes of Florida and Federal laws and regulations) of all materials accepted by the CONTRACTOR at the sites from Household Hazardous Waste Collection Program.
- B. CONTRACTOR shall assure that materials for which CONTRACTOR accepts generator status shall be accepted for disposal at the final disposal site(s).
- C. CONTRACTOR shall be, and shall remain, liable in accordance with applicable law for all damages to the COUNTY caused by CONTRACTOR's negligent performance of any of the services furnished pursuant to this Agreement, except for errors, omissions, or other deficiencies to the extent solely attributable to the COUNTY, COUNTY furnished data or any third party. CONTRACTOR shall not be responsible for time delays caused by circumstances beyond the CONTRACTOR's control.

3.9 Disposal Site –

The CONTRACTOR shall dispose of all hazardous wastes that cannot be recycled at a USEPA-permitted (RCRA Part B Permit required) hazardous waste disposal site approved by the COUNTY. Any exception to this type of management must be approved by the COUNTY and FDEP. CONTRACTOR shall allow COUNTY staff and/or its agent to visit and inspect disposal facility(ies).

Contractor shall remove all accepted waste at the end of each collection event unless the waste is to be secured in special storage containment unit. If stored, all accepted waste shall be removed by contractor upon request and coordination with Hazardous Household Waste Administrator.

No waste from HHW or CESQG shall be disposed of in a Class I, Class II, or Class III landfill.

**ATTACHMENT "A"**  
**(Continued)**

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

3.0 **APPLICABLE SPECIFICATION** (Continued)

3.9 **Disposal Site** – (Continued)

The Contractor shall identify all Intermediate, Final and Ultimate Disposal Facilities employed for the management of Broward County's waste. Name, location, type, permit and any citations/permit violations within the last 10 years must be listed. The contractor will identify wastes by Item No. and the corresponding waste management process or processes for listed Item Numbers handled at each listed facility. The contractor must designate all applicable facilities for all and each listed waste Item Number.

Waste Management Processes:

Fuels Blending  
Treatment (Provide Detail)  
Incineration  
Storage  
Processing (Provide Detail)  
Recycling

The Contractor shall complete the following form for each Facility utilized.

PREVIOUS CONTRACT NO. J-Y-03-282-B1

BID NO. G-4-08-105-B2

**ATTACHMENT "A"**  
**(Continued)**

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**LIST OF WASTE MANAGEMENT FACILITIES**

Vendor should provide an attachment for further clarification and additional items.

Facility Name: Clean Harbors Florida, LLC

Address: 170 Bartow Municipal Airport, Bartow, FL 33830

EDA ID Number: FLD980729610

Contact: John Bosek

Telephone: (863) 533-6111

Type Of Facility Intermediate/Final/Ulimate: Intermediate/Final

Permit Types/Numbers: See Attached Facility Fact Sheet

Waste Item No.: <u>All</u>	Process: <u>Storage/Transfer</u>
Waste Item No.: <u>13, 14, 27, 37</u>	Process: <u>Fuels Blending</u>
Waste Item No.: _____	Process: _____
Waste Item No.: _____	Process: _____
Waste Item No.: _____	Process: _____
Waste Item No.: _____	Process: _____
Waste Item No.: _____	Process: _____
Waste Item No.: _____	Process: _____
Waste Item No.: _____	Process: _____
Waste Item No.: _____	Process: _____

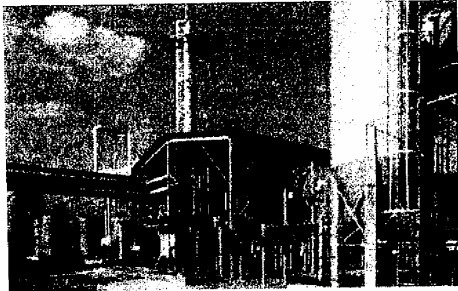
Permit Violations/Citations Within the Past 10 Years:

See Attached Compliance History

**Clean Harbors will provide all disposal options upon request of the County.**

# Transportation & Disposal

## Bartow, Florida Facility Facts



Located in west central Florida, the Bartow facility is fully permitted to manage a wide variety of regulated materials including RCRA hazardous waste, PCBs, APHIS soils and non-regulated waste materials. The facility is utilized for permitted storage, fuels blending and recycling.

### Permits

- RCRA/HSWA (EPA) Operating Permit No. 64247-HO-007
- TSCA Permit No. FLD 980 729 610
- Used Oil Permit No. FLD 980 729 610
- Universal Waste Lamps and Devices Handler Permit No. FLD 980 729 610
- Air Permit Nos. 1050167-003-AC and 1050167-004-AF
- Storage Tanks Permit No. 90602192
- USDA APHIS Permit No. S-43764
- South Florida Water Management District Permit No. 401359



Clean Harbors Florida, LLC • 170 Bartow Municipal Airport • Bartow, FL 33830 • 863.519.6310 • [www.cleanharbors.com](http://www.cleanharbors.com)

### Facility Description & General Information

**Start-up Date:** 1987

**Facility Size:** 10 acres

#### Services Provided:

- Solvent Recovery
- Fuels Blending
- Hazardous and Non-Hazardous Solids Bulking
- Unknown Material Identification
- Storage prior to final Treatment and/or Disposal

**Typical Customers:** hospitals, colleges and universities, laboratories, utilities, manufacturers, government agencies, hotels, space industry.

**Typical Waste Streams:** contaminated process wastewaters, inorganic cleaning solutions, oils, spent flammable solvents, organic and inorganic laboratory chemicals, paint residues, debris from toxic or reactive chemical cleanups, off-spec commercial products.

### Treatment, Storage and Disposal Capabilities

- Bulk Storage Capacity: 230,200 gallons
- Drum Storage Capacity: 4,424 drums (55-gallon)
- Roll-Off Storage Capacity: 48,468 gallons (6 x 40 cubic yards)



**ATTACHMENT "A"**  
(Continued)

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**4.0 IMPLEMENTATION**

**4.1 Identification –**

The CONTRACTOR shall provide on-site identification of all hazardous waste received at the collection centers. Identification shall be sufficient to properly package all hazardous waste pursuant to USDOT requirements and to ensure acceptance at an EPA permitted storage, treatment or disposal facility.

**4.2 Site Inspection and Meeting –**

A pre-collection coordination meeting shall be held to discuss coordination between CONTRACTOR's Project Coordinator and COUNTY Household Hazardous Waste Coordinator. The collection location shall be completely set up prior to the collection of items specified by the COUNTY. A joint inspection by the COUNTY HHW Program Coordinator and the CONTRACTOR Project Coordinator will be made prior to each event. Any observed deficiencies will be corrected prior to opening the collection location to the public.

**4.3 Traffic Control –**

The CONTRACTOR shall establish the configuration of the collection center to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout is to be mutually agreed upon between the County's Program Coordinator and the CONTRACTOR'S Project Coordinator. A layout of the traffic pattern shall be provided to the COUNTY in writing 7 days prior to a collection event. The traffic control pattern must be mutually agreed upon by both COUNTY and CONTRACTOR. Specific legible instructions and traffic control signs shall be provided by the CONTRACTOR as required and shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic.

**4.4 Consolidation –**

The CONTRACTOR shall make provisions to consolidate compatible hazardous wastes in order to minimize per unit disposal costs. Additionally, the CONTRACTOR will make provisions to bulk flammable materials or other compatible wastes if such options are available.

**4.5 Packaging –**

The CONTRACTOR shall comply with pre-transport requirements of 40 CFR Part 262, Sub-part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous waste. CONTRACTOR is expected to remain at the Collection location until all hazardous materials are safely stored.

**ATTACHMENT "A"**  
(Continued)

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**4.0 IMPLEMENTATION** (Continued)

**4.5 Packaging** – (Continued)

The CONTRACTOR shall not, unless directed by the COUNTY, package nonhazardous solid waste or empty containers formerly containing hazardous substances. The COUNTY reserves the right to give contractor a list of products and substances that are to be retained by the COUNTY. The COUNTY further reserves the right to purchase equipment and materials from additional sources as the COUNTY deems in its best interest. The CONTRACTOR will be notified prior to the opening of the collection as to what materials will be saved for the COUNTY.

CONTRACTOR shall identify tasks which can be performed by County Personnel and volunteers, with and without direction from the CONTRACTOR's professional staff.

**4.6 Milk Runs** –

The CONTRACTOR shall coordinate with the Household Hazardous Waste Program Coordinator to implement an as needed "milk-run" arrangement to pick-up material stored in the COUNTY's household hazardous waste containment unit.

**5.0 HEALTH AND SAFETY**

**5.1 Security**

- A. The operational sites shall be secured daily at the close of each day by locking all samples, packaged chemicals, site materials, emergency equipment, etc., in the appropriate storage buildings.
- B. The COUNTY'S Program Coordinator shall have the authority to remove anyone from the site, and prohibit their re-entry, should the Program Coordinator or CONTRACTOR'S Project Coordinator determine that the person threatens site safety and/or security.

**5.2 Safety and Spill Contingency Plans** –

The on site COUNTY Program Coordinator and the CONTRACTOR's Project Coordinator may upgrade or downgrade protection requirements, depending on the associated hazards, volume of traffic, and weather conditions.

**ATTACHMENT "A"**  
(Continued)

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**5.0 HEALTH AND SAFETY** (Continued)

**5.2 Safety and Spill Contingency Plans** – (Continued)

CONTRACTOR and COUNTY staff shall be required to follow basic protection guidelines which include but are not limited to the following:

- (1) Wearing of work uniform, safety glasses, and safety shoes.
- (2) Wearing chemical gloves when working in the receiving area accepting waste materials shall be required.
- (3) Lab packaging of chemical waste shall require the same level of protective gear as worn in the receiving area with the addition of a protective over suit.
- (4) An individual air-purifying respirator, (equipped with organic vapor/acid gas/high efficiency combination cartridges) shall be available within reach of all personnel.
- (5) Each individual shall have a pair of chemical splash goggles available.
- (6) Segregation and packaging of liquid waste shall require Tyvek coveralls/apron, chemical gloves, chemical boots, or boot covers. Additionally, respiratory protection, and chemical goggles and face shield (if not using a full-face respirator) may be required by the Program Coordinator or CONTRACTOR's Project Coordinator.

**5.3 Spill Contingency Plan**—

The Project Coordinator is responsible for notifying and advising local emergency groups and agencies of collection events prior to public participation. A list of these agencies and services shall be maintained at the facility and shall include but not be limited to phone numbers and addresses of the nearest hospital, emergency medical transport, fire and police departments. Directions to the nearest hospital shall be available to all personnel at each site.

**5.4 Emergency Response Plan** –

The Contractor's Project Coordinator has the authority to activate the COUNTY'S Emergency Plan. Under emergency conditions the CONTRACTOR's Project Coordinator will support and advise the COUNTY's Program Coordinator or Designee. Emergency response guidelines include but shall not be limited to:



ATTACHMENT "A"  
(Continued)

SPECIFICATIONS AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
(NON-SHELTERED MARKET)

5.0 HEALTH AND SAFETY (Continued)

5.4 Emergency Response Plan – (Continued)

Worker Related - COUNTY shall maintain a first aid kit with sufficient supplies to care for minor injuries, heat stress problems, etc.

COUNTY shall provide an on site emergency personal deluge shower station at the main location at 2780 North Powerline Road, Pompano Beach, Florida 33064. The COUNTY shall provide a portable eye wash at alternate collection locations.

In situations of inhalation of a toxic compound, the affected individual(s) shall be removed to fresh air and transported to an emergency medical facility, and other personnel will be evacuated if necessary. If transportation/evacuation by CONTRACTOR is not feasible, the ambulance or rescue squad will be contacted and site personnel shall continue first aid treatment until medical personnel arrive.

Waste Related - Waste related incidents shall include but not be limited to, spill, fire, explosion, chemical reaction or release of toxic gases or vapors.

In an emergency waste related situation the Program Coordinator shall be responsible for assessing the situation and shall initiate action.

CONTRACTOR shall have a medical surveillance program for personnel involved in the direct handling and/or exposure to the chemical waste or the primary containers to detect and correct job related injuries or conditions. Training sessions for volunteers will be provided by the CONTRACTOR's Safety Officer prior to any collection event occurring at this facility.

CONTRACTOR and COUNTY staff shall restrict public access to the site as appropriate. COUNTY staff shall assist public by removing chemical waste from their vehicles to the receiving area.

The entire collection facility shall be designated a non-smoking area and be clearly marked by the COUNTY with "No Smoking" signs. An emergency air horn will be placed in the active work location.

Notification of state emergency agencies will be the responsibility of the Project Coordinator.

**ATTACHMENT "A"**  
(Continued)

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**5.0 HEALTH AND SAFETY** (Continued)

**5.5 Spill Control and Response**

- A. COUNTY shall provide all spill control measures which are necessary to control any type of spill. Additional control measures may be provided by the CONTRACTOR, as necessary.
- B. CONTRACTOR is completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup site, during transportation, or at the disposal facility. CONTRACTOR shall clean up spills in accordance with Federal, State, and Local regulations and verify that the cleanup meets applicable cleanup standards. COUNTY reserves the right to verify costs and quality of any such cleanup required of the CONTRACTOR in performing tasks under the terms and conditions of this Agreement.

**6.0 RECORDS**

**6.1 Collection Date**

Number of CESQGs participating (as applicable)  
Type and quantity of hazardous waste collected from households  
Types of Waste: Chemical and generic terms by percentages  
Total cost to the COUNTY

**6.2 Reports -**

The CONTRACTOR shall prepare and submit information to the COUNTY sufficient to complete the annual hazardous waste generator report required by FDEP and submit a monthly discarded, hazardous materials hauler Report to Broward County's Environmental Protection Department.

**6.3 Summary Report -**

The CONTRACTOR shall provide an annual project report which shall list all household hazardous wastes collected during each project, disposition of all hazardous waste collected, and the total cost to the COUNTY.

**6.4 Use of Reports -**

All reports produced by the CONTRACTOR during this project shall become the property of the COUNTY without restrictions or limitations upon their use.

**6.5 Regulatory Notices or Citations -**

The CONTRACTOR shall provide to the COUNTY a copy of any regulatory notices or citations issued at any transfer, treatment, or disposal facility that is or has been used for COUNTY household hazardous waste within ten (10) working days of issue.

**ATTACHMENT "A"**  
**(Continued)**

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**7.0 BROWARD COUNTY RESPONSIBILITIES**

- 7.1 Household Hazardous Waste (HHW) Fixed Collection Facilities—**  
Saturday Collections are to be held at the COUNTY's facility, 2780 North Powerline Road, Pompano Beach, Florida and 5601 West Hallandale Beach Boulevard, West Park and 5490 Reese Road, Davie, Florida. The COUNTY reserves the right to use alternate facility locations. When alternate facilities are to be used, the COUNTY shall consult with the CONTRACTOR.
- 7.2 COUNTY Responsibilities**
1. The COUNTY shall review and approve records and reports submitted to the COUNTY pursuant to Tasks described above.
  2. The COUNTY reserves the right to remove any materials from the waste stream (such as oil, batteries, paint, tires, or other commodities) for recycling or alternative disposal.
  3. The COUNTY reserves the right to provide some or all of the staff, equipment, or materials required for setting up or operating the collection center(s).
  4. The COUNTY shall monitor, oversee and supervise all collection events, and shall have a designated program coordinator on-site to coordinate activities and assist in resolving any problems that arise.
  5. The COUNTY shall distribute information materials and conduct surveys at all collection events.
  6. The COUNTY shall be responsible for all costs associated with the proper handling, transportation, and disposal of household hazardous wastes as provided by this agreement.
  7. The COUNTY shall not be responsible or liable for the collection, packaging, transportation, or disposal of any CESQG or other non household hazardous waste accepted by the CONTRACTOR, nor for the costs incurred by the CONTRACTOR in the performance of this work.

**ATTACHMENT "A"**  
(Continued)

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**7.0 BROWARD COUNTY RESPONSIBILITIES** (Continued)

**7.2 COUNTY Responsibilities** (Continued)

8. The COUNTY reserves the right to cancel or reduce the hours of operation of any scheduled collection due to inclement weather, reduced participation, funding shortfalls, or other reasons.
9. The COUNTY shall provide a dumpster for nonhazardous waste at all collection events.

**8.0 CONTRACTOR RESPONSIBILITIES**

**8.1 Personnel**

1. CONTRACTOR shall provide a minimum of two (2) trained personnel per collection site on Saturdays unless alternate arrangements with COUNTY have been pre-approved, to include as follows:
2. Six (6) technicians having at least one year experience in Household Hazardous Waste (HHW) field operations, including the identification, characterization, and handling of HHW.
3. Contractor will provide sufficient personnel to fully staff Remote Collection Events and scheduled CESQG Collection Events. Required staffing levels will be set for each Remote Collection Event based on historic participation data and as mutually agreed upon by the County and the Contractor.
4. The CONTRACTOR is and shall perform this agreement as an Independent CONTRACTOR and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the CONTRACTOR nor anyone employed by the CONTRACTOR shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the COUNTY.
5. All staff shall have required OSHA training.
6. CONTRACTOR will designate a Contractor Project Coordinator responsible for directing Contractor supplied personnel for the purposes of Conducting Remote Collection Events.

**ATTACHMENT "A"**  
**(Continued)**

**SPECIFICATIONS AND REQUIREMENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**(NON-SHELTERED MARKET)**

**8.0 CONTRACTOR RESPONSIBILITIES** (Continued)

**8.2 Training**

CONTRACTOR shall conduct training of COUNTY staff with regard to packaging and manifesting regulations, and tasks. Such training shall occur during waste removal operations and during the packaging and manifesting periods following the collection events.

CONTRACTOR shall provide all 29 CFR 1910.120 and other appropriate training for up to two (2) staff members of the BROWARD COUNTY Waste & Recycling Services, including all costs incurred, lodging travel per diem, etc.

**8.3 Equipment**

CONTRACTOR shall provide ALL of the necessary equipment and material for setting up and operating at the COUNTY's collection center and any other site designated for a HHW Collection.

HOWEVER, the COUNTY reserves the right to opt to provide some or all, of the equipment or materials required for setting up of operating the collection center(s). Should the COUNTY exercise this option, the Program Coordinator shall consult with CONTRACTOR prior to collection event.

**8.4 Other Special Criteria**

1. No disposal of HHW or CESQG waste shall be provided using a Class I, Class II, or Class III landfill. Landfilling of materials such as household batteries and solid fertilizers may be allowed with the written permission of the Waste & Recycling Service, in a Subtitle "C" secured hazardous waste landfill.
2. THE CONTRACTOR SHALL PROVIDE A STATEMENT OF AGREEMENT WITH ANY TREATMENT/STORAGE/DISPOSAL FACILITY NOT OWNED BY SAID CONTRACTOR.
3. The Contractor shall provide Certificates of Disposal for all hazardous waste collected.
4. The Contractor shall provide service to County Based CESQG's that includes direct pick-up. The Contractor shall be responsible for notifying all CESQG of the availability of collection and disposal services and shall provide such services to all qualifying parties. All CESQG's shall be charged the same disposal prices charged for HHW.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b> Page 1 of 3		DATE 09/26/2008
<b>PRODUCER</b> 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37205191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Zurich American Insurance Company 16535-002 INSURER B: American Guarantee and Liability Insurance 26247-003 INSURER C: Steadfast Insurance Company 26387-001 INSURER D: INSURER E:

#### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SUB <input type="checkbox"/> LOC	GLO 9681229-01	11/1/2007	11/1/2008	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	BAP 6681231-01	11/1/2007	11/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	AUC4275262-03	11/1/2007	11/1/2008	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 9681232-01	11/1/2007	11/1/2008	<input checked="" type="checkbox"/> WC STAT'L TORY LIMITS E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	<b>OTHER</b> Contractors Pollution Liability	PEC365668112-CPL	11/1/2007	11/1/2008	\$10,000,000 Each Claim \$10,000,000 All Claims

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 9/24/2008 WITH ID: 11378246

Scope of Work: Household hazardous waste events at remote locations.

Environmental Impairment Liability

Carrier: Steadfast Insurance Company/26387-001; Policy #: PLC374393608; Policy Term: 5/1/08-11/1/08

Limits: \$10,000,000 Each Claim / \$10,000,000 Aggregate

#### CERTIFICATE HOLDER

Broward County Board of County Commissioners  
 Broward County Waste & Recycling Services  
 Attn: Troy Robert  
 1 North University Drive Suite #400  
 Plantation, FL 33324

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

Coll:2489908 Tpl:786708 Cert:11398509

© ACORD CORPORATION 1988

<b>Willis</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		Page 2 of 3	DATE 09/26/2008
PRODUCER  Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC#</b>	
INSURED  Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061		INSURER A: Zurich American Insurance Company		16535-002	
		INSURER B: American Guarantee and Liability Insurance		26247-003	
		INSURER C: Steadfast Insurance Company		26387-001	
		INSURER D:			
		INSURER E:			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Plantation, Miramar, Coral Springs, Cooper City, Davie, Weston, Lauderdale Lakes, Tamarac, Wilton Manors, Sunrise, Fort Lauderdale, Hollywood, Parkland and Lauderdale-by-Sea are Additional Insureds for General Liability, Auto Liability and Contractors Pollution Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the company Waives its right of Subrogation against the Additional Insureds which may arise by reason of a payment of claim under this Worker's Compensation policy.

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



JOINT PARTICIPATION AGREEMENT

between

BROWARD COUNTY

and

TOWN OF DAVIE

for

HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS

JOINT PARTICIPATION AGREEMENT

between

BROWARD COUNTY

and

TOWN OF DAVIE

for

HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

The TOWN OF DAVIE, a Florida municipal corporation, hereinafter referred to as "CITY."

WHEREAS, the COUNTY desires to bring Household Hazardous Waste ("HHW") disposal services into communities remote from the two permanent collection sites currently located in the cities of Hollywood and Pompano Beach; and

WHEREAS, the Resource Recovery Board has endorsed the HHW program and provided funding; and

WHEREAS, in order to deliver such services, COUNTY and CITY agree that special, pre-scheduled, pre-advertised collection events within the CITY shall be held under the terms and conditions of this agreement; NOW, THEREFORE

In CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CITY agree as follows:

## ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **AGREEMENT:** means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **BOARD:** The Broward County Board of County Commissioners.
- 1.3 **CONTRACT ADMINISTRATOR:** The Broward County Administrator, the Director of the Recycling Contract Administration Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator as permitted in this Agreement.
- 1.4 **COUNTY ADMINISTRATOR:** The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **COUNTY ATTORNEY:** The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 **EFFECTIVE DATE:** The date this Agreement shall be effective is the date this Agreement is fully executed by the COUNTY and the CITY.

**1.7 EVENT:** The Event shall consist of the services described in Article 2.

## ARTICLE 2 SCOPE OF SERVICES

- 2.1 CITY shall perform all work identified in this Agreement and Exhibit "A," Event Plan, attached hereto and made a part hereof. The parties agree that the scope of services is a description of CITY's and COUNTY's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by both CITY and COUNTY impractical, illogical, or unconscionable.
- 2.2 CITY acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement; provided however that the Contract Administrator retains the authority to make changes to Exhibit "A", in order to increase the operational efficiency of the event and/or to address health and safety concerns as he/she deems necessary, so long as any such modifications do not increase the cost to either party of providing the original scope of services or result in encumbrances on either party's performance hereunder.
- 2.3 COUNTY and CITY agree that COUNTY's role is to provide general administrative oversight and joint funding for the Event and that COUNTY shall not, therefore, exercise any control over the work herein described, except as specifically provided for by the terms and conditions of this Agreement.
- 2.4 CITY agrees to name COUNTY as a third-party beneficiary to all rights and benefits enjoyed by CITY pursuant to any contracts with consultant(s) or contractor(s) providing services pursuant to the terms and conditions of this Agreement.

## ARTICLE 3 COSTS AND COMPENSATION

- 3.1 COUNTY and CITY shall share the costs of the Event in accordance with the terms and conditions contained herein and Exhibit "A."

## ARTICLE 4 TERM AND TIME OF PERFORMANCE

- 4.1 The term of this Agreement shall begin on the date it is fully executed by both parties ("Effective Date") and shall end on August 5, 2010, unless terminated earlier pursuant to Article 7, "Termination." The term may be extended for up to three (3) additional one (1) year periods upon written approval of the Contract Administrator, 30 days prior to the expiration of the then current term, and the consent of CITY. The continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY and CITY in accordance with Chapters 129 and 166, Florida Statutes.

#### ARTICLE 5 GOVERNMENTAL IMMUNITY

- 5.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY and COUNTY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

#### ARTICLE 6 INSURANCE

- 6.1 CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement.

#### ARTICLE 7 TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board or CITY upon not less than thirty (30) days' written notice by or to the Contract Administrator. Termination for convenience by the Board or CITY shall be effective on the termination date stated in written notice provided by the COUNTY or CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by Contract Administrator or CITY upon such notice as Contract Administrator or CITY deems appropriate under the circumstances in the event termination is necessary to protect the public

health, safety, or welfare. The parties agree that if the COUNTY or CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, failure to suitably perform the work, failure to continuously perform the work in a timely manner calculated to meet or accomplish the objectives of COUNTY or CITY as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator or CITY which is deemed necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 Both parties acknowledge and agree that it has received good, valuable and sufficient consideration by it, the receipt and adequacy of which are, hereby acknowledged by the both parties, for either party's right to terminate this Agreement for convenience.

## ARTICLE 8 NOTICES

- 8.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

### COUNTY:

Director, Recycling & Contract Administration Division  
1 North University Drive  
Suite 400 B  
Plantation, Florida 33324

### CITY:

Town Administrator  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

ARTICLE 9  
EEO COMPLIANCE

9.1 EEO COMPLIANCE

CITY shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 10  
MISCELLANEOUS

10.1 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY that are related to this Event. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Event. All books, records, and accounts of CITY shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so CITY shall make same available at no cost to COUNTY in written form.

CITY and COUNTY shall preserve and make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by one party to be applicable to the other party's records, the other party shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated. Any incomplete or incorrect entry in CITY's books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

10.2 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

10.3 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CITY shall not subcontract any portion of the work required by

this Agreement. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

#### 10.4 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 10.5 MATERIALITY AND WAIVER OF BREACH

COUNTY and CITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and, that each is, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 10.6 COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 10.7 SEVERANCE



In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 10.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 10.9 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

#### 10.10 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

#### 10.11 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document

prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 10.12 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written. The parties hereto acknowledged and agree that the Interlocal Agreement dated August 4, 2003 shall terminate on the Effective Date of this Agreement.

#### 10.13 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

#### 10.14 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

#### 10.15 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CITY, signing by and through its authorized signatory, duly authorized to execute same.

COUNTY

ATTEST:  
through  
  
Commissioners

BROWARD COUNTY, by and  
  
its Board of County

\_\_\_\_\_  
Broward County Administrator, as

By \_\_\_\_\_

Ex-officio Clerk of the Broward County  
Board of County Commissioners

\_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
JEFFREY J. NEWTON, County

Attorney  
Insurance Requirements  
approved by Broward County  
Risk Management Division

Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_

Purvi A. Bhogaita (Date)  
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR A  
PROMOTIONAL HOUSEHOLD HAZARDOUS WASTE REMOTE SITE  
PROGRAM

CITY

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_, Mayor

20\_\_\_\_

Dated: \_\_\_\_\_ day of \_\_\_\_\_,

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
, City Attorney

Dated: \_\_\_\_\_

## **EXHIBIT "A"** **EVENT PLAN**

### **Section 1**    **DEFINITIONS**

For purposes of this Exhibit "A", the following definitions shall apply:

- 1.1    **Contractor:** The Firm(s) hired by the COUNTY, pursuant to Bid #G-408105B2, to provide various services in the collection, processing and disposal of HHW pursuant to this Agreement.
- 1.2    **Event Coordinator:** The municipal representative assigned by the City responsible for coordinating municipal response and take any necessary action on behalf of the municipality, pursuant to the terms and conditions of this Agreement.
- 1.3    **HHW Coordinator:** The County employee responsible for the planning and implementation of the County's HHW Program including the Remote Site Events.
- 1.4    **Contractor's Project Coordinator:** Employee of the Contractor, as defined herein, responsible for coordinating the Remote Site Events, in cooperation with the HHW Coordinator.
- 1.5    **Health and Safety Plan:** A site specific plan, developed cooperatively by the HHW Coordinator and Contractor, which will address related safety issues, worker welfare and spill contingencies arising from the Site Events contemplated by this Agreement.
- 1.6    **Business Generated Hazardous Waste:** Hazardous materials not generated from residential activities, more particularly, materials generated by conditional exempt small quantity generators or other licensed generators.

### **Section 2**    **INTENT**

The intent of the Remote HHW collection event is to bring HHW disposal services into communities remote from the two permanent collection sites at: 2780 N. Powerline Road, Pompano Beach, and 5601 W. Hallandale Beach Blvd. Hollywood. The remote events will target specific municipal regions, however, every event shall be open to the all residents of Broward County.

### **Section 3**    **SERVICES OFFERED BY HHW REMOTE COLLECTION EVENTS**

One or more pre-scheduled, pre-advertised collection events at a municipal site, with thirty days advanced notice to CITY. The event will be operated by Broward County's HHW Program, and its Hazardous Household Waste Contractor. Where appropriate the terms and conditions of the Bid #G408105B2, attached hereto and incorporated herein as Exhibit "B," shall apply.

#### **Section 4**

#### **COUNTY RESPONSIBILITIES**

- 4.1 The County shall provide technical assistance in site selection, traffic patterns, municipal staff deployment and other event planning, including due notice to Contractor.
- 4.2 COUNTY shall pay for the disposal of acceptable collected hazardous waste in accordance with Bid#G408105B2. Pursuant to this Bid, all material must be weighed in original containers using Florida State Department of Agriculture Certified Scale and net weight recorded by Contractor. Disposal costs are based on the net weight of the waste which will be determined by on site weighing.
- 4.3 The HHW Coordinator, or his/her designee, shall certify net weight, contents, number, size and disposal facility of each drum on a Chemical Waste Removal Log. One (1) copy of which shall be given to the COUNTY at the close of the Event.
- 4.4 The COUNTY shall accept collected, segregated hazardous materials and latex paint delivered to the Event from government agencies of the CITY.
- 4.5 The COUNTY shall provide a roll-off container(s) for the collection of latex paint and pay all transportation and processing charges.
- 4.6 The County will prepare, coordinate and finance one (1) Event Advertisement to be run in the local area newspaper. Camera ready art from this advertisement shall be available for municipal use.
- 4.7 The HHW Coordinator, or designee, shall sign all Chemical Waste Disposal Logs and Manifests. The HHW Coordinator shall be given a legible copy of each document by the Contractor. In addition to the above referenced documents, the HHW Coordinator will be given a legible copy of the Container Content Sheets. The HHW Coordinator will receive each document prior to the Contractor's removing waste from the site. These documents shall be available for CITY review upon request.

#### **HEALTH AND SAFETY**

- 4.8 Prior to the Event, a Contingency Spill Plan shall be prepared by the Contractor and HHW Coordinator. The HHW Coordinator, with the assistance of the Event Coordinator, shall prepare and distribute a list of local emergency groups, agencies and their phone numbers. Clear directions to the nearest hospital are to be included in the Spill plan.
- 4.9 All terms and conditions of Bid #G408105B2, apply to this section.

## **Section 5**

### **HHW CONTRACTOR RESPONSIBILITIES**

As Outlined in Bid # G408105B2:

- 5.1 Contractor shall provide sufficient personnel to fully staff the remote collection Event. The estimated number of staff necessary shall be discussed and coordinated with the HHW Coordinator, seven (7) days prior to the event. Such personnel shall include a field chemists holding a four year degree in chemistry.
- 5.2 Contractor shall provide and pay for ALL of the necessary equipment and material for setting up and operating the remote collection Event. This includes environmental protection and safety equipment.
- 5.3 Contractor shall provide hazardous waste categorization, identification, collection, packaging, transportation, disposal and related services for the COUNTY's HHW Collection program in the most cost effective manner.
- 5.4 All waste shall be removed from the CITY site at the close of the event.

### **HEALTH AND SAFETY**

- 5.5 Contractor's Project Coordinator has the authority to activate the COUNTY's Emergency Plan. Under emergency conditions, Contractor's Project Coordinator shall support and advise the HHW Coordinator or designee.
- 5.6 Contractor's Project Coordinator shall conduct a MANDATORY Safety Briefing at 7:30a.m. prior to each Event.
- 5.7 All terms and conditions of Bid # G408105B2, apply to this section.

## **Section 6    CITY RESPONSIBILITIES**

- 6.1 The CITY shall appoint an Event Coordinator to be responsible for pre and post event meetings and inspections. This representative shall be available to provide necessary Event coordination with the HHW Coordinator. The representative shall be identified by CITY at least thirty (30) days prior to the Event to insure the collection procedures conform with the County's Hazardous Waste Disposal Agreement and this Agreement.
- 6.2 The Event Coordinator shall coordinate with HHW Coordinator and Contractor's Project Coordinator to establish site configuration to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout shall be agreed upon and prepared two (2) weeks prior to the Event. Although, legible instructions and traffic control signs shall be provided by Contractor, the CITY agrees to provide traffic control assistance on the date of the Event.
- 6.3 CITY shall require that participants provide proof of Broward County residency and record basic information on a survey form provided by the COUNTY. Completed forms shall be forwarded to and retained by the COUNTY and made available to the CITY upon request.
- 6.4 CITY shall screen participants for business-generated hazardous waste. Any business-generated waste shall not be accepted by CITY, and will be referred to the hazardous waste Contractor for separate attention.
- 6.5 CITY shall be responsible for staffing the Event, for the transition and flow of traffic and data recording. The number of staff necessary for these tasks will depend upon the amount of advertising and the anticipated turnout.
- 6.6 CITY shall advertise the collection in local newsletters, flyers and any other media deemed appropriate by the Contract Administrator. The COUNTY and Partner Cities shall be recognized as co-sponsors on all advertising pursuant to this paragraph.

#### **HEALTH AND SAFETY**

- 6.7 CITY acknowledges and agrees that all staff, working the Event MUST attend the MANDATORY SAFETY BRIEFING at 7:30 a.m. prior to the opening of the event.
- 6.8 All terms and conditions of Bid #G-408105B2, apply to this section.

#### **EXHIBIT "B"**



**BROWARD COUNTY BID#G-408105B2**